



IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Port United, Inc.,
Plaintiff,

vs.

Sestus, LLC, et al.,
Defendants.

No. CV-11-0367-PHX-ROS
VERDICT FORM

Form of Verdict

I. Port United's Claim for Fraud

I. As to Port United's claim for fraud, we the jury give the following answers to the following questions:

A. Did Sestus fraudulently induce Port United to enter into the Exclusive Distribution Agreement and Exclusive Consulting Agreement?

Yes _____ No _____

If you answered YES to question I.A, please SKIP question I.B and go to question I.C.

B. Did Sestus fraudulently induce Port United to enter into the Addendums to Exclusive Distribution Agreement and Exclusive Consulting Agreement?

Yes _____ No _____

If you answered NO to both questions I.A and I.B, please SKIP the remaining questions in this Section, and go to question II.

C. Is Taun Willis personally liable for the fraud committed by Sestus?

Yes _____ No _____

D. Is Gary Beal personally liable for the fraud committed by Sestus?

Yes _____ No _____

E. What is the amount of damages that you find will put Port United back into the position it was in before it entered into the Agreements?

\$ _____

If you answered YES to question I.A, please SKIP questions II, III and IV, and go to question V.

II. Port United's Claim for Breach of Contract

II. As to Port United's claim that Sestus breached the Agreements, we the jury find in favor of:

Port United ✓

Sestus

If you found in favor of Port United, please answer questions II.A.

If you found in favor of Sestus, please SKIP to Section III.

A. What amount will reasonably and fairly compensate Port United for its damages?

\$ 155,323.42

III. Port United's Claim for Breach of the Covenant of Good Faith and Fair Dealing

III. As to Port United's claim that Sestus breached its covenant of good faith and fair dealing, we the jury find in favor of:

Port United ✓

Sestus

If you found in favor of Port United, please answer questions III.A.
If you found in favor of Sestus, please SKIP to Section IV.

A. What amount will reasonably and fairly compensate Port United for its damages?

\$ 0

IV. Port United's Claim of Breach of Fiduciary Duty

IV. As to Port United's claim that Sestus breached a fiduciary duty that it owed to Port United, we the jury find in favor of:

Port United ✓

Sestus _____

If you found in favor of Port United, please answer questions IV.A – IV.C.
If you found in favor of Sestus, please SKIP to Section V.

A. What amount will reasonably and fairly compensate Port United for its damages?

\$ 0

B. Is Taun Willis personally liable for the breach of fiduciary duty committed by Sestus?

Yes _____ No ✓

C. Is Gary Beal personally liable for the breach of fiduciary duty committed by Sestus?

Yes _____ No ✓

If you have answered Question IV, please SKIP Question V and go to Question VI.

V. Port United's Claim for Unjust Enrichment

V. As to Port United's claim for unjust enrichment, we the jury give the following answers to the following questions:

A. Was Sestus unjustly enriched at the expense of Port United?

Yes ☒ No ☐

If you answered YES to question V.A , please answer question V.B.
If you answered NO to question V.A, please SKIP to question V.C.

B. What amount should Sestus be required to pay to Port United?

\$ 202,923.22

C. Was Taun Willis unjustly enriched at the expense of Port United?

Yes ☒ No ☐

If you answered YES to question V.C , please answer question V.D.
If you answered NO to question V.C, please SKIP to question V.E.

D. What amount should Taun Willis be required to pay to Port United?

\$ 458,340.50

E. Was Gary Beal unjustly enriched at the expense of Port United?

Yes ☒ No ☐

If you answered YES to question V.E , please answer question V.F.
If you answered NO to question V.E, please SKIP to Section VI.

F. What amount should Gary Beal be required to pay to Port United?

\$ 113,736.28

VI. Port United's Claim for Punitive Damages

If you found in favor of Port United on either its fraud or breach of fiduciary duty claim, or on both claims, then please answer the questions in Section VI. Otherwise, please skip to Section VII.

VI. As to Port United's claim for punitive damages against the defendants, we the jury give the following answers to the following questions:

A. Should punitive damages be awarded against Sestus?

Yes _____ No ☒

If so, in what amount? \$ _____

B. Should punitive damages be awarded against Taun and Leah Willis?

Yes _____ No ☒

If so, in what amount? \$ _____

C. Should punitive damages be awarded against Gary and Elizabeth Beal?

Yes _____ No ☒

If so, in what amount? \$ _____

VII. Sestus's Counterclaim for Breach of Contract

VII. As to Sestus's counterclaim that Port United breached the Agreements, we the jury find in favor of:

Sestus _____

Port United ✓

If you found in favor of Sestus, please answer questions VII.A.

If you found in favor of Port United, please STOP.

A. What amount will reasonably and fairly compensate Sestus for its damages?

\$ 0

We, the Jury, duly empaneled and sworn in the above entitled action, upon our oaths, agree that the foregoing answers to the foregoing questions are our unanimous verdict in this case.

JUROR #7
FOREPERSON

7 April 2014
DATE